

# AIA Group Risk Super Plan

Employer Product Disclosure Statement

8 May 2017

Featuring:

- Death cover (including Terminal Illness cover)
- Total and Permanent Disablement (TPD) cover



**Trustee:** Diversa Trustees Limited  
(ABN 49 006 421 638 AFSL No. 235 153 RSE L0000635)

**Insurer:** AIA Australia Limited (ABN 79 004 837 861 AFSL No. 230043)

**Promoter:** AIA Australia Limited

You should read the enclosed material carefully. This PDS contains the important information you should know about the AIA Australia Risk Only Super Solution No.2, a division of LESF Super also known as the AIA Group Risk Super Plan.



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# Important Information

This Product Disclosure Statement (PDS) is for Participating Employers who participate in the AIA Australia Risk Only Super Solution No.2 (AROSS2) which is a division of LESF Super (13 704 288 646) also known for the purposes of this PDS as the AIA Group Risk Super Plan.

This PDS describes the main features and benefits available in the AIA Group Risk Super Plan and will:

- Assist Participating Employers to decide if the product meets their requirements; and
- Allow a comparison of this product with other products.

## Who Issues the Product Disclosure Statement?

The Policy covering Death and Total & Permanent Disablement (TPD) cover is owned by Diversa Trustees Limited (ABN 49 006 421 638, AFSL 235 153, RSE L0000635) as Trustee of LESF Super. Diversa Trustees Limited's contact address is GPO Box 3001, Melbourne VIC 3001, Phone (03) 9616 8600.

Diversa Trustees Limited is the issuer of the PDS and takes responsibility for its content. Throughout the PDS, Diversa Trustees Limited may also be referred to as 'we', 'us' or 'the Trustee'.

AROSS2 Fund is a division of LESF Super which is a complying regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) (SIS) Act 1993.

The Trustee provides each Member of each employer who becomes a Participating Employer in the Fund with insurance cover by AIA Australia Limited. The benefit payable by the Trustee is limited to the insured benefit that is payable by the Insurer.

This document should be read before making a decision to participate in the AIA Group Risk Super Plan and acquire any insurance cover for your employees. It is intended to help you decide whether the Policy will meet your needs and to compare the content with other products you may be considering. This PDS has been prepared with the intention of providing you with important information about the AIA Group Risk Super Plan. Any financial product advice contained in this PDS is of a general nature only and has been prepared without taking into account your objectives, financial situation or needs. Therefore, before making a decision, you should consider the appropriateness of the AIA Group Risk Super Plan, having regard to your objectives, financial situation or needs.

Information in this PDS may change from time to time. Where changes are materially adverse, or otherwise required by law, we will replace this PDS or issue a Supplementary PDS, and give Members notice as required or permitted by law. Changes that are not materially adverse will be updated and can be made available to you upon request. Anyone making the PDS available to another person must provide them with the entire electronic file or printout. We will also provide a paper copy of the PDS on request without charge.

The Fund has a formal complaints procedure (see section V for more information). All parties named in this PDS have consented to be named in the form and context in which they have been named and have not withdrawn their consent prior to the issue of the PDS.

## Trustee

The Trustee of the AIA Australia Risk Only Super Solution No 2 subdivision of LESF Super, also known for the purposes of this PDS as the AIA Group Risk Super Plan is Diversa Trustees Limited (ABN 49 006 421 638, AFSL 235 153, RSE L0000635).

## Insurer

The Policy is insured by AIA Australia Limited (ABN 79 004 837 861 AFSL 230043).

## Promoter

The promoter of the AIA Group Risk Super Plan is AIA Australia Limited (ABN 79 004 837 861).

## Administrator

Insurance and Superannuation Administration Services Pty Ltd (ABN 31 058 682 876) and will carry out the day to day management and administration of the AIA Group Risk Super Plan.

## Important terms used in this document

**'AIA Group Risk Super Plan'** has the same meaning as Plan, being the AIA Australia Risk Only Super Solution No 2 subdivision of the Fund.

**'Fund'** means LESF Super.

**'Plan'** means the AIA Group Risk Super Plan.

**'Participating Employer Plan'** means a Plan established by the Trustee of the AIA Group Risk Super Plan in respect of that Participating Employer in accordance with the Fund's Trust Deed.

**'Policy'** means the Group Life Policy including Policy Schedules and any subsequent Endorsements to the Policy issued by AIA Australia Limited to the Trustee.

**'Participating Employer'** or **'Employer'** means a Participating Employer in accordance with the Fund's Trust Deed.

**'AIA Australia'** or **'Insurer'** means AIA Australia Limited.

**'we', 'us'** and **'our'** generally means the Trustee in its capacities as the policy owner under the Policy and the Trustee of the Fund.

**'Member'** means an employee of the Participating Employer who is insured under the Participating Employer Plan.

Other terms used in this document are defined under Definitions in Section VII.

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# Section I – Overview of the AIA Group Risk Super Plan

## About the Product

the AIA Group Risk Super Plan is designed to provide insurance benefits to employees of Participating Employers within a superannuation environment.

The insurance cover available under the AIA Group Risk Super Plan is Death cover (including Terminal Illness) and if chosen by the Participating Employer, Death and Total and Permanent Disablement (TPD) cover. Employers can establish a plan within the AIA Group Risk Super Plan that provides employees access to insurance cover within the Fund. Cover is provided through a group insurance Policy issued by AIA Australia Limited to Diversa Trustees Limited as Trustee of LESF Super.

As benefits relate to insurance only, there is no investment component in the Plan and Members cannot make any contributions or rollovers into the Fund for accumulation purposes. The Participating Employer will make employer contributions into the Plan which equal the insurance premium payable for the insurance cover selected. Members' only benefits in LESF Super will be any insurance benefits paid by the Insurer under the Policy. The Trustee does not guarantee the payment of any benefit by the Insurer.

## Joining the AIA Group Risk Super Plan

Participating Employers can choose to provide either Death or Death and TPD insurance cover and select the appropriate Benefit Design for their employees.

AIA Australia charges the Trustee premiums for any insurance cover provided to the Trustee for each Participating Employer Plan. Your contributions to the AIA Group Risk Super Plan for your employees who are Members of your Participating Employer Plan will be used for the purpose of paying the premiums for their insurance benefits under the Policy.

All insurance benefits that are payable in the Fund are paid to the Trustee who then pays this benefit to Members or their legal personal representative or other beneficiary in accordance with the Fund's Trust Deed and superannuation law.

For the purpose of providing insurance cover, the Participating Employer will nominate all eligible employees into the Participating Employer Plan. Once an employee is nominated and the appropriate premium is received they then become a Member of the Plan. The Member will receive a welcome kit confirming the type and level of insurance cover and a member PDS will be made available to the Member within 90 days of joining the AIA Group Risk Super Plan. Members will also receive an annual statement showing their insurance cover.

## How does AIA Australia derive premiums during the quotation and renewal process?

When pricing a group insurance policy, the quotation the Participating Employer will receive is based on AIA Australia's best interpretation of the information provided by the Participating Employer. In general, the more information that is provided the more competitive, accurate and sustainable the quotation will be.

The rating factors considered when setting the premium rates include age, gender, occupation, Benefit Design and policy history (particularly with respect for claims). The quotation will be based on the assumption that the specifications, data and advice provided to AIA Australia are accurate and complete. If found that this is not the case, AIA Australia reserves the right to alter the quoted premium rates or withdraw the quotation.

Premium rates will be calculated on the assumption that all employees of the Participating Employer to be insured are covered to their full potential benefit above the Automatic Acceptance Limit (AAL) offered by AIA Australia, without premium loadings. If premium loadings or underwriting exclusions do apply for individual members, these may be carried forward and form part of the takeover terms, therefore changing the premiums which were quoted.

## Automatic Acceptance Limits (AAL)

When taking over an existing group insurance policy, if AIA Australia has offered an AAL which is more competitive than the level under the previous policy, AIA Australia may apply the new AAL to all Members regardless of previous underwriting decisions. This includes Members who have been previously declined, excluded, restricted or loaded. It is the same approach as if the Policy were brand new.

Members who have been underwritten above AIA Australia's more competitive AAL will continue to be covered up to the level provided under the previous policy.

The uplift to the new AAL is subject to AIA Australia's agreement and if approved will be stated in the schedule issued to each Participating Employer Plan.

## Underwriting Loadings

Where a Participating Employer Plan has more than 100 Members, AIA Australia will waive underwriting loadings for any formula driven, non voluntary, underwritten cover. Loadings may be applied for any element of Voluntary Cover depending on the circumstances.

As a result of the underwriting process, AIA Australia will still record and advise of underwriting loadings for two reasons. The first reason is that if at some point in the future the Participating Employer Plan is terminated with AIA Australia and transferred to another insurer that does apply loadings, these loadings can be applied. The second reason is where a Member elects to effect a continuation option, the correct retail premium can then be charged.

### **Guarantee Periods and Minimum Requirements**

AIA Australia will guarantee the quoted premium rates for each Participating Employer Plan for a period of 3 years from the commencement date provided that:

- the number of Members in the Participating Employer Plan does not fluctuate by more than 30% in any 12 month period;
- no more than 10% of the Members in the Participating Employer Plan are outside of Australia; or
- the Benefit Design does not change.

AIA Australia also reserves the right to review and alter the premiums rates and/or AAL within this period where:

- business activities (such as acquisitions, takeover, merger activity) of the Participating Employer results in unusual changes in the number of Members; or
- war or any act of invasion occurs (whether declared or undeclared) in which the Commonwealth of Australia's armed forces are involved or the country of residence (including temporary residence) of the Member is involved.

Should the number of Members or annual premium drop below Minimum Insured Members or Minimum Annual Premium as set out in the Participating Employer Schedule, AIA Australia may issue a written notice to the Trustee to terminate the cover for the Participating Employer Plan.

### **Takeover Terms (if applicable)**

AIA Australia will apply takeover terms in accordance with the 'FSC Group Insurance Takeover Terms' as described in FSC Guidance Note No. 11.00.

AIA Australia reserves the right to request proof that a person under a previous group insurance policy has been satisfactorily underwritten for takeover of cover to apply.

If underwriting exclusions do apply, these will be carried forward and applied above AIA Australia's AAL to form part of the takeover terms.

AIA Australia only requires details of previous acceptance terms for Members who have Voluntary Cover, or cover in excess of AIA Australia's AAL.

AIA Australia will still require details of previous acceptance terms for the following reasons for cover less than the AAL:

- where the automatic uplift to AIA Australia's new AAL is not approved; or
- if the Participating Employer Plan has less than 100 Members and underwriting loadings are not waived

## Section II – Summary of Members’ Insurance Cover and Benefits

This section provides you with an overview of the main features and benefits of the insurance cover made available to your Employees.

### 1. Type of Cover available

Your Employees may be eligible to receive Death (including Terminal Illness) or Death and Total and Permanent Disablement cover automatically without the need to provide any evidence of insurability up to the Automatic Acceptance Limit (AAL). The AAL is generally different for each Participating Employer that provides cover for their employees. The applicable AAL will be included in the quote provided and in the schedule issued to the Participating Employer.

Members will be eligible for cover in accordance with the following table:

Age criteria	Hourly criteria	Type of Cover
Between ages 15 – 64	15 hours per week	Death and Standard TPD
Between ages 15 – 64	< 15 hours per week	Death and <b>Alternative TPD</b>
Between ages 65 – 70	Not applicable	Death and <b>Alternative TPD</b>

Death cover automatically includes Terminal Illness cover.

Refer to Section VII Definitions of this document for full details of all TPD definitions.

### 2. Levels of Cover

The level and type of cover is decided between the Participating Employer and the Insurer. Details of the insurance cover for each Member will be included in the welcome kit the Member receives and shown on their annual statement.

### 3. TPD Cover Tapering

Where the Benefit Design does not contain the provision to systematically reduce the Member’s TPD cover automatically to nil at the Cover Expiry Age (e.g. fixed benefit amount), AIA Australia will reduce the Member’s TPD cover on a consistent annual basis, from the age of 61 to be nil at the Cover Expiry Age and replace any tapered portion of a Member’s TPD cover with the Alternative definition of TPD, irrespective of hours worked.

#### Example where the Cover Expiry Age is 65

Original Benefit	Age	Total TPD Benefit	Amount of TPD benefit at Standard Definition	(% of total benefit)	Amount of TPD benefit at Alternative Definition	(% of total benefit)
\$1,000,000	Up to 60	\$1,000,000	\$1,000,000	100%	\$0	0%
	61	\$1,000,000	\$800,000	80%	\$200,000	20%
	62	\$1,000,000	\$600,000	60%	\$400,000	40%
	63	\$1,000,000	\$400,000	40%	\$600,000	60%
	64	\$1,000,000	\$200,000	20%	\$800,000	80%
	65	\$1,000,000	\$0	0%	\$1,000,000	100%



**Example where the Cover Expiry Age is 70**

Original Benefit	Age	Total TPD Benefit	Amount of TPD benefit at Standard Definition	(% of total benefit)	Amount of TPD benefit at Alternative Definition	(% of total benefit)
\$1,000,000	Up to 60	\$1,000,000	\$1,000,000	100%	\$0	0%
	61	\$1,000,000	\$900,000	90%	\$100,000	10%
	62	\$1,000,000	\$800,000	80%	\$200,000	20%
	63	\$1,000,000	\$700,000	70%	\$300,000	30%
	64	\$1,000,000	\$600,000	60%	\$400,000	40%
	65	\$1,000,000	\$500,000	50%	\$500,000	50%
	66	\$1,000,000	\$400,000	40%	\$600,000	60%
	67	\$1,000,000	\$300,000	30%	\$700,000	70%
	68	\$1,000,000	\$200,000	20%	\$800,000	80%
	69	\$1,000,000	\$100,000	10%	\$900,000	90%
	70	\$1,000,000	\$0	0%	\$1,000,000	100%

**4. Maximum Cover Limits**

The maximum amount of cover available is:

Type of Cover	Maximum Sum Insured
Death	Unlimited
Terminal Illness	Unlimited
Total and Permanent Disablement	\$3,000,000

**5. Eligibility Criteria**

To be eligible for cover under a Participating Employer Plan, an Employee must meet the following conditions:

- be a citizen or permanent resident of Australia or an overseas national holding a sub-class 457, 422, 444 or 418 visa;
- be employed with the Participating Employer on a full-time, part-time, fixed-term contract or casual basis;
- be between the ages of 15 and 64; and
- the Trustee must hold a TFN for the Member.

There may also be additional specific eligibility criteria set by the Participating Employer and agreed by the Insurer.

**Casuals**

In order for casual Employees to be eligible for cover, the Participating Employer must be making Superannuation Guarantee contributions to another complying

superannuation fund in respect of that casual Employee and the casual Employee must have been working for the Participating Employer for at least one (1) day in the previous three (3) months prior to the date of disability. No continuation option is available to casual Employees.

**Fixed-term contract employees**

In order for Employees on fixed-term contracts to be eligible for cover, the Participating Employer must be making Superannuation Guarantee contributions to another complying superannuation fund in respect of the contract Employee and the contract Employee must have a fixed term contract of employment with the Participating Employer of at least 12 months. No continuation option is available to contract Employees.

**6. Automatic Acceptance Conditions**

Where an AAL is applicable, underwriting procedures are simplified and as a result, cover up to the lesser of the AAL and the Sum Insured will be granted at ordinary rates of premium and free of Evidence of Insurability requirements.

Cover will automatically commence on the date your Employee starts working for you or the commencement date of the relevant Participating Employer Plan (whichever is the later date).

Automatic Acceptance only applies to Members who satisfy the Eligibility Criteria and is subject to the following ongoing conditions:

- 1 the Employee is less than age 65 at the date of commencement of cover;
- 2 at least 75% of eligible Employees are insured under the Participating Employer Plan;
- 3 the Member joins the Plan on the date they first meet the Eligibility Criteria;
- 4 the Member's Sum Insured is calculated in accordance with the Benefit Design;
- 5 in relation to TPD and Death cover, the Member must be At Work on the first day of commencing employment with the Participating Employer or on the commencement date of the relevant Participating Employer Plan (whichever is the later date), otherwise New Events Cover applies until the Member is At Work\* for one day, at which point full cover will be provided.

Subject to the Automatic Acceptance provisions described above, the Member's Sum Insured will automatically increase or decrease in line with the Benefit Design up to the higher of the Automatic Acceptance Limit or Forward Underwriting Limit but will be limited to a maximum increase of 25% within a 12 month period.

\* Different At Work conditions apply where a new Participating Employer Plan commenced on or after 20 September 2013 where no takeover terms apply or no existing insurance arrangements were in place prior to commencement of the Participating Employer Plan. If the Member is not At Work then the Member will be provided with New Events Cover for all cover until the Member is At Work for 30 consecutive days, at which point full cover in accordance with the Benefit Design will be provided.

## 7. When the Member needs to provide Evidence of Insurability

Members will need to provide Evidence of Insurability if:

- their insurance cover exceeds the Automatic Acceptance Limit;
- their insurance cover exceeds the Forward Underwriting Limit;
- they do not meet the Automatic Acceptance conditions listed above;
- they apply for Voluntary Cover (excluding Life Stage cover); or
- they wish to reinstate their insurance cover in the AIA Group Risk Super Plan after it has previously terminated or ceased (including where they have opted out of cover).

The Member will need to supply the applicable medical evidence requirements as requested by the Insurer. Depending on the medical evidence provided, the Insurer may decline the application for cover or accept their cover subject to certain conditions. Cover will only commence once the application is accepted in writing by the Insurer.

## 8. Interim Accidental Cover

Interim Accidental Cover will be provided whilst a person is being underwritten for any Voluntary Cover, cover above the AAL or where an AAL does not apply from the date the Insurer receives an application for cover until the earlier of:

- the Insurer either accepting or rejecting the application;
- the Member cancelling or withdrawing the application;
- 90 days elapsing from the date the Insurer received the application; and
- the date cover would have otherwise ceased under the Policy.

A benefit will be paid in the event of Accidental Injury resulting in death or Total and Permanent Disablement. The maximum amount the Insurer will pay is the lesser of the amount applied for and \$1,500,000.

No benefit will be payable if, during the Interim Accidental Cover period, death or disability is caused directly or indirectly by:

- Engaging in any sport or pastime that AIA Australia would not normally cover at standard rates or terms; or
- Other excluded events under the Policy.

## 9. Voluntary Insurance Cover including 'Life Stages' (if selected by the Participating Employer)

### Voluntary Cover

Members may apply for Voluntary Cover if this option is selected by the Participating Employer and agreed to by the Insurer. Cover will be subject to the Insurer's acceptance following the provision of Evidence of Insurability – the extent of which is at the discretion of the Insurer. The Insurer reserves the right to offer modified acceptance terms or decline applications for such voluntary increases in cover. The total of the TPD Sum Insured amount held by the Member cannot exceed the Death Sum Insured amount.

### Life Stages Flexibility

Members may apply for increases in Death and/or TPD cover if this option is selected by the Participating Employer and agreed to by the Insurer upon the occurrence of one of the Life Stage events listed below without the usual requirement of providing Evidence of Insurability:

- Marriage;
- Birth or adoption of a child;
- Divorce;

- Child attaining 12 years of age;
- Attaining age 30; or
- Mortgage\*.

\* Effecting a mortgage on the purchase of a home or increasing an existing mortgage, for the purposes of building or renovation works, on the Member's principal place of residence with a registered mortgage provider.

This is subject to the following conditions:

- The Member must be At Work on the date that AIA Australia accepts the Life Stage application;
- The Life Stage event must be in relation to the Member;
- Relevant documentary proof of the event (e.g. Marriage Certificate, Birth/Adoption Certificate, Mortgage Documentation) must be provided for consideration to AIA Australia within 60 days of the Life Stage event;
- Any increase in insurance cover is limited to the lesser of 25% of the Member's existing insurance cover and \$200,000;
- The Member's existing insurance cover must have been accepted on standard terms, whether or not under Automatic Acceptance provisions, and the Member has not previously been declined for life insurance cover with AIA Australia or any other life insurance company;
- The Member must be under age 55 at the time of exercising this option;
- The Member must not have made a claim or be eligible to make a claim under the relevant Policy, or any other insurance policy on their life;
- A maximum of one increase is allowable in any 12 month period with a maximum of three increases under the relevant Policy;
- A suicide exclusion will apply to any increase in cover for the first 13 months from the date the Insurer agrees to any increase in the Member's insurance cover; and
- In respect of TPD cover, benefits are not payable for TPD which is caused wholly or partly by any deliberate self-inflicted injury/sickness or attempted suicide or self-destruction while either sane or insane.
- The total of the TPD Sum Insured amount held by the Member cannot exceed the Death Sum Insured amount.

## 10. Leave Without Pay

Where a Member takes an Employer approved bona fide period of leave without pay (including maternity or paternity leave), and there is a documented 'return to work' date prior to leave without pay commencing, Death and TPD cover (if applicable) will continue for a maximum 24 months, provided premiums continue to be paid.

If the Member does not return to work by the expected 'return to work' date, their Death and TPD cover (if applicable) will automatically cease 30 days after the expected 'return to work' date, and any subsequent reinstatement will require the provision of Evidence of Insurability. The Insurer will determine the level of underwriting required based on individual circumstances.

*The Member may apply to the Insurer to extend cover beyond 24 months and cover may be granted at the discretion of the Insurer.*

## 11. Overseas Cover

Members will be provided with Death and/or Death and TPD cover 24 hours a day, 7 days a week subject to the terms below.

If the Member is an Australian Citizen or permanent resident and working outside Australia for the Employer, cover is available for up to a maximum of 4 years. If the Member is an overseas national holding a sub-class 457, 422, 444 or 418 visa and is working outside of Australia for the Employer, cover is available up to the earlier of 4 years and the date their sub-class visa expires. The details regarding the Member's whereabouts overseas must be provided to AIA Australia when requested and in line with the provision of membership data.

The Member's cover may be extended beyond 4 years, if the Member is an Australian Citizen or permanent resident, provided a request to extend their cover for a longer period, is made in writing to AIA Australia prior to the expiry of the initial 4 year period. In these circumstances, a premium loading, cover exclusion and/or restriction may be applied to the Member's cover.

Cover is subject to the Participating Employer continuing to remit premiums on the Member's behalf via the Administrator whilst the Member is overseas.

### Overseas Claims Assessment

AIA Australia will, wherever possible, use their unrivalled network of overseas life insurance companies to gather the information necessary to assess claims overseas, however, they reserve the right to require that the Member return to Australia (at their own expense) for claim assessment and examination prior to payment of any benefit.

### Travelling or Holiday Overseas

If a Member is travelling or holidaying outside of Australia, their cover will continue without restriction. In the event of a claim, they may be required to return to Australia (at their own expense) during the claims assessment process.

Cover is subject to the Participating Employer continuing to remit insurance premiums on the Member's behalf whilst they are overseas.

## 12. Exclusions

Benefits are not payable for Death and TPD cover (or Death only, where applicable) which is caused wholly or partly, directly or indirectly by:

- a) declared war or any act of war;
- b) active service in the armed forces of any country or international organisation;
- c) in the case of Voluntary Death cover, increase in Voluntary Death cover or reinstatement of Voluntary Death cover, death by suicide within 13 months of commencing any Voluntary Death cover, increase in Voluntary Death cover or reinstatement of any Voluntary Death cover;
- d) in the case of Voluntary TPD cover, increase in Voluntary TPD cover or reinstatement of Voluntary TPD cover, any deliberate self-inflicted injury/sickness or attempted suicide or self-destruction while either sane or insane
- e) any other exclusions imposed by the Insurer on the Member's cover as a result of the underwriting process; or
- f) any transactions as described under Clause 7. Prohibition of Certain Transactions in Section IV.

**Note:** In the case that the Member is enrolled in the Australian Army Reserve, exclusion (b) is only applicable where the Member has been called up for active service.

## 13. Termination of Cover

Death and Total & Permanent Disablement cover will terminate on the earliest of the date:

- the Member reaches the Cover Expiry Age (as agreed between the Participating Employer and the Insurer);
- a Death or Total and Permanent Disablement benefit is paid under the Policy\*;
- the Policy is terminated;
- 60 days after the Member ceases to be an Employee of the Participating Employer;
- 60 days after the Member ceases to meet the Eligibility Criteria;
- 60 days after premium ceases to be paid in respect of the Member's cover;
- the Employer ceases to be a Participating Employer in the AIA Group Risk Super Plan;
- the Member ceases to be a Member of the AIA Group Risk Super Plan;
- 30 days after the Member does not return to work by the expected return to work date;

- AIA Australia accepts or declines the Member's continuation option application (where applicable); and
- the Member who is not an Australian permanent resident, is no longer permanently in Australia or not eligible to work in Australia.

\* Payment of the TPD benefit will reduce the Member's Death cover by the amount of the payment made. The reduced Death cover (if any) will be frozen at the benefit calculation date as specified in the schedule issued to the Employer and subsequently payable upon the Member's death prior to the Cover Expiry Age and subject to the continued payment of premiums for the Member's reduced cover.

## 14. Opting out of Cover

A Member may opt out of the insurance cover provided to them at any time. Cover will cease from the date the Member advises the Trustee in writing. If the Member decides to reinstate their cover, this will be subject to providing Evidence of Insurability.

## 15. Continuation Option (if selected by the Participating Employer)

Any Member who ceases to be employed by their Employer for reasons other than injury or sickness, can choose to apply for an individual Death only or Death and TPD policy with AIA Australia without the requirement to provide medical evidence for the same level of insurance cover which applied to the Member immediately prior to cover ceasing in the AIA Group Risk Super Plan.

If the Member applies for a Continuation Option, they must complete a group insurance Continuation Application form (available upon request). The Continuation Option application is then subject to AIA Australia's underwriting approval which includes the following:

- the Continuation Option must be applied for within 60 days of the Member leaving the service of their Employer;
- the Member must be under the age of 60 at the time of application;
- AIA Australia must receive a satisfactory Australian Citizen or Residency and Smoker declaration;
- the Member must not be eligible to receive, or must have not previously been paid a benefit payment(s) or submitted a claim for benefits under any Terminal Illness or TPD policy;
- the Member must be a permanent resident or citizen of Australia at the time of application for a Continuation Option;
- in the case of Total and Permanent Disablement, the Member must also be employed on a permanent basis for at least 15 hours per week, in an occupation acceptable to AIA Australia at the time cover is to commence under the individual AIA Australia Priority Protection policy;
- any loadings or exclusions that applied to the Member's cover will be continued under the individual policy.

## Section III – General Information

### Key Risks

There are some significant risks associated with life insurance:

#### Selection of wrong product

You may choose an insurance product that does not meet your employee's needs. You should read the PDS and policy document for an insurance product carefully to prevent this. You may wish to consult an adviser for assistance.

#### Inadequate amount of insurance

You may select the correct insurance product for your employees needs, but you might not choose enough cover. This might cause your employees to suffer financial hardship after receiving the benefit payment. You will need to assess your needs carefully to ensure that this does not occur. Again, an adviser may be able to help you.

#### Inability to obtain an increase in cover

Your employees may not be able to obtain an increase in cover because of their particular health or circumstances, now or in the future. You should therefore ensure you do not allow your employees' existing cover to lapse or to be cancelled until new insurance cover is firmly in place.

### Duty of Disclosure

#### Policy owner's Duty of Disclosure

If you are the policy owner, you have a duty to tell AIA Australia anything that you know, or could reasonably be expected to know, which may affect AIA Australia's decision to insure you and any other life insured and on what terms.

You have this duty until AIA Australia agrees to insure you, and also before you extend, vary or reinstate the Policy.

You do not need to tell AIA Australia anything that:

- reduces AIA Australia's risk; or
- is common knowledge; or
- AIA Australia knows or should know as an insurer; or
- AIA Australia waives your duty to tell AIA Australia about.

For contracts of insurance entered into, renewed, extended, varied or reinstated from 1 October 2016, if the insurance is for the life of another person and that person does not tell AIA Australia everything he or she should have, this may be treated as a failure by the policy owner to comply with this duty of disclosure.

#### If you do not tell AIA Australia something

If you are the policy owner, and you do not tell AIA Australia anything you are required to, and AIA Australia would not have insured you if you had told AIA Australia, AIA Australia

may avoid the contract within 3 years of entering into it.

If AIA Australia chooses not to avoid the contract, AIA Australia may reduce the amount you have been insured for, based on a statutory formula. (AIA Australia may only exercise this right within 3 years of entering into the Policy if it provides death cover.)

If AIA Australia chooses not to avoid the contract or reduce the amount you have been insured for, if your Policy does not provide death cover, AIA Australia may vary the contract in a way that places AIA Australia in the same position it would have been in if you had told AIA Australia everything you should have.

If your failure to tell AIA Australia is fraudulent, AIA Australia may refuse to pay a claim and treat the contract as if it never existed.

AIA Australia may apply these rights separately to each type of cover that AIA Australia considers could form a separate policy.

### Cooling off period

A 14 day cooling off period applies to Employers who apply to establish a Participating Employer Plan. The cooling off period commences for the Participating Employer once a schedule has been issued to the Participating Employer by the Trustee. If the Participating Employer is not satisfied with the benefits provided within the relevant Participating Employer Plan, then they may request to cancel it in writing and return it to the Trustee within 14 days of receiving it.

Any contributions will be transferred to an eligible superannuation scheme as nominated by the Participating Employer. If no nomination is made within 30 days of the Trustee receiving notice of the cancellation, the Trustee may transfer any contributions received in respect of the Participating Employer Plan to an Eligible Rollover Fund.

### Eligibility to contribute to the Plan

In addition to the Eligibility Criteria applicable under the Policy (refer to Section II), a superannuation fund can only accept contributions in accordance with superannuation law.

Therefore, in order for you to make contributions to the Plan in respect of your employees (so that the Trustee can pay premiums under the Policy), your employees must be either:

- under age 65; or
- age 65 or over and under age 75 and gainfully employed for at least 40 hours in a period of 30 consecutive days in the financial year in which the contributions are made.

The same age based requirements apply to Member's personal contributions to the Plan, if they are required to make such contributions – for example, if a Member has

Voluntary Cover or has increased their cover as a result of a Life Stages event (refer Section II).

### Transfers to an Eligible Rollover Fund

Money held for your employees who are Members in the Fund can be transferred to an Eligible Rollover Fund (**ERF**) in some circumstances. These circumstances include:

- if the AIA Group Risk Super Plan policy is cancelled, the Member's cover under the Policy terminates or they opt out of cover and the Trustee is holding contributions that have not yet been applied towards payment of premiums; or
- the Trustee is unable to pay the Member's benefit because they do not meet a condition of release.

The Trustee will transfer the Member's money in the Fund to an ERF (after giving the Member prior written notice of its intention to do so) if the Member does not inform the Trustee of an alternative superannuation arrangement within the time frame set out in the notice.

The Trustee currently uses Super Money Eligible Rollover Fund (SMERF) as the ERF to which it will make these transfers. The Trustee is also the trustee of SMERF.

Contact details are:

SMERF Administrator  
Diversa Superannuation Services  
PO Box A2499  
Sydney South NSW 1235  
Tel: 1800 114 380  
Fax: 02 9262 7473

The Trustee may review and alter this arrangement in future.

### Making a claim

A Member must advise the Trustee in writing within a reasonable period of time of an event that is likely to give rise to a claim. Once notified of a claim, the Trustee will provide the Member with claim forms which must be completed and returned together with any other information or documentation the Insurer may require. This may include relevant health certificates, medical practitioners' reports, Participating Employer reports and any other related evidence to the claim. The Insurer will be responsible for any expenses incurred in obtaining further medical evidence required to assess the claim.

The Insurer reserves the right to require assessment or any medical examination to be conducted in Australia as part of its consideration of a claim. The Member will be responsible to pay any associated costs with returning to Australia for claim assessment.

If a claim arises during a period where no premiums have been paid to the Insurer, but is nevertheless within the 60 day grace period, no insured benefit in respect of the claim will be admitted by the Insurer until all premiums have been paid.

If the money in the Fund is transferred to an ERF:

- The Member will stop being a Fund Member and become a member of the ERF, so their money will be governed by the ERF's rules, including the ERF's fee structure.
- The ERF is not be able to accept any form of contributions or future rollovers for its members. The SMERF Trust Deed only allows initial rollovers for members and nothing more.
- An ERF does not offer insurance benefits. Any insurance cover the Member had as part of the Fund will lapse on transfer to an ERF.

## Section IV – Accessing Benefits

Superannuation funds can only pay benefits if a condition of release is met. The most relevant conditions of release for the Fund are:

- death;
- terminal medical condition; or
- permanent incapacity (if the Member suffers Total and Permanent Disablement as defined in the Policy, they will usually also meet the permanent incapacity test however this may not be the case).

If the Member cannot satisfy the Trustee that they meet the permanent incapacity definition, their insurance benefit must remain in a superannuation fund until they meet another relevant condition of release under superannuation law.

If the Trustee is unable to pay the Member's insurance benefit from the Fund because they do not meet a condition of release, the Trustee will transfer the Member's benefit to the Fund's nominated ERF if the Member does not inform the Trustee of an alternative complying superannuation arrangement fund to which their benefits should be transferred within the time frame set out in the notice. Refer to page 14 for details of the Fund's ERF.

### 1. What is the definition of permanent incapacity under superannuation law?

To meet this definition, the Trustee must be reasonably satisfied that the Member is unlikely to engage in gainful employment for which they are reasonably qualified by education, training or experience because of ill health (whether physical or mental).

### 2. What is the definition of terminal medical condition under superannuation law?

Superannuation Law allows a benefit to be cashed when a Member suffers a Terminal Medical Condition.

A Terminal Medical Condition for that purpose means an illness or injury where two Medical Practitioners (one of whom must be a specialist in the Member's condition) must certify that the Member has suffered an illness or have incurred an injury that is likely to result in the Member's death within 24 months of the date of the certificate.

the AIA Group Risk Super Plan provides a benefit where the Member has a Terminal Illness (see definition on page 24 as it differs to the above).

### 3. Who can receive the benefit if the Member dies?

A Member can nominate the beneficiaries to receive their Death benefit from the Fund by completing a Nomination of Beneficiary form. They may only nominate beneficiaries who are their dependants, who they are in an

interdependent relationship with or their legal personal representative because these are the only people who are eligible to receive superannuation death benefits under superannuation law. These terms are explained under 'Non-Lapsing Binding Nomination' and 'Non-Binding Nomination' below. The Trustee may request information or evidence to establish eligibility before making a Death benefit payment from the Fund.

### 4. Nominating beneficiaries

The nomination a Member can make may be either a:

- Non-Lapsing Binding nomination, or a
- Non-Binding nomination.

**If the Member does not give a valid binding nomination to the Trustee, their benefit will be paid to their legal personal representative or dependants (or to any other individual if there is no legal personal representative or dependant) according to the Trustee's discretion.**

#### Non-Lapsing Binding Nomination

If the Member provides a valid non-lapsing binding nomination to the Trustee, the Trustee must pay the Death benefit in accordance with the Member's nomination as long as the person that they nominate to receive the benefit (or a share of the benefit) is eligible (as per table over page) to receive it at the date of the Member's death and the nomination is valid.

If anyone the Member nominates is not entitled to receive a share of their benefit, the Trustee may distribute that person's share according to the Trustee's discretion.

Some conditions apply to binding nominations. They are:

- To be a valid non-lapsing binding nomination it must be signed by the Member in the presence of two witnesses who must each sign and date the declaration where indicated and set out their full name and date of birth;
- **Each witness must be over 18 years of age and must not be one of the Member's nominated beneficiaries;**
- A nomination is effective only when it is received by the Trustee;
- A non-lapsing binding nomination is valid for the entire term you are a member, unless another nomination is lodged with the Trustee or this nomination is revoked by you;
- The Member may revoke or change their nomination at any time by completing a fresh, valid Nomination of Beneficiary form and lodging it with the Trustee. They may also change their nomination from non-lapsing binding to non-binding at any time;

- An invalid non-lapsing binding nomination will be treated as a non-binding nomination by the Trustee but will not revoke or replace an existing, valid binding nomination; and
- The Trustee will contact the Member if their nomination is clearly invalid (completed incorrectly) and will give them the opportunity to re-submit a valid nomination.

### What benefit is payable if a Member dies?

If a Member dies whilst insured under the Policy, AIA Australia will pay a lump sum equal to their insurance cover under the Plan to the Trustee who will deal with the benefit in accordance with the rules of the superannuation Fund and superannuation law.

### Non-Binding Nomination

If a Member provides a non-binding nomination to the Trustee, the Trustee will take the Member's wishes into account, along with all other available information, but has complete discretion in deciding who will receive the benefit payable from the Fund on the Member's death. The Trustee may pay the Death benefit to one or more of the Member's dependants or a person who is in an interdependency relationship with the Member in whatever shares the Trustee decides or may pay it to the Member's legal personal representative to be distributed as part of the Member's deceased estate.

Some conditions apply to non-binding nominations. They are:

- A non-binding nomination does not need to be witnessed to be a valid nomination;
- A nomination is effective only when it is received by the Trustee;
- A non-binding nomination is valid for the entire time that the Employee is a Member of the Fund, unless they lodge another valid nomination with the Trustee; and
- The Member may revoke or change their nomination at any time by completing a fresh, valid Nomination of Beneficiary form and lodging it with the Trustee. They may also change their nomination from non-binding to non-lapsing binding at any time.

Eligible Beneficiaries	
<b>Dependants</b>	<p>A Member's spouse (which includes a de facto spouse and certain same-sex partners) and children (including certain children of same-sex partners).</p> <p>For this purpose, 'spouse' means:</p> <ul style="list-style-type: none"> <li>• a person to whom the Member is legally married;</li> <li>• a person (whether of the same or a different sex) who, although not legally married to the Member, lives with them on a genuine domestic basis in a relationship as a couple (such as a de facto spouse); or</li> <li>• a person (whether of the same or a different sex) with whom the Member is in a relationship that is registered under a relevant law of a State or Territory.</li> </ul> <p>Another person who is financially dependent on the Member.</p>
<b>Legal Personal Representative</b>	<p>The person acting as executor or administrator of the Member's deceased estate. If paid to the Member's legal personal representative, a Death benefit will form part of the Member's deceased estate and be distributed according to their Will (or the laws of intestacy, if there is no valid Will in place).</p>
<b>People in an Interdependent relationship</b>	<p>An interdependent relationship will exist if the Member and other person:</p> <ul style="list-style-type: none"> <li>• have a close personal relationship;</li> <li>• live together; and</li> <li>• one (or both) of them provide the other with financial support, domestic support and personal care.</li> </ul> <p>This may include same-sex couples, live-in adult carers of elderly parents and siblings with common finances.</p> <p><b>Note:</b> Where the Member has a close personal relationship and either or both the Member and the other person suffer from a physical, intellectual or psychiatric disability, the other requirements for an interdependent relationship do not apply.</p>



### When will interest be paid on insurance benefits?

If AIA Australia has paid a Death or TPD benefit to the Trustee of the Fund and the benefit remains in the Fund for more than 14 days before it is paid to the Member or other party as required, interest will be added to the benefit up to the date the benefit is released. The amount of interest will be determined by the Trustee, and will be based on the net rate of interest earned by the Trustee on the benefit while held within the Fund.

## 5. Anti-Money Laundering and Counter-Terrorism Financing

As part of the Trustee's responsibility under anti-money laundering and counter-terrorism financing laws (AML/CTF), we, our associates or service providers to the AIA Group Risk Super Plan may require a detailed verification of a Member's identity. Examples of what we may ask a Member to produce includes a copy of their passport, together with evidence of address, and date of birth. The Member will be required to provide **certified proof of identify** prior to being able to access their benefits in cash (lump sum or pension payments) or purchase a superannuation pension (called "customer identification and verification" requirements).

We reserve the right to request whatever information we believe is necessary to verify the Member's identity before a contribution is accepted or benefits are paid. We may refuse the Member's application to join the AIA Group Risk Super Plan, or refuse to process a benefit payment until a Member's identity has been verified. The Trustee is subject to supervision by a government regulatory body (called AUSTRAC) which has responsibility for the AML/CTF legislation. The Trustee is required to provide yearly compliance reports to AUSTRAC and notify AUSTRAC of suspicious transactions. This may involve the provision of personal information about the Member to AUSTRAC.

## 6. Website disclosures

The Trustee is required to disclose certain information about the Trustee and the Fund on a website.

Accordingly, the Trustee's website [www.diversa.com.au/](http://www.diversa.com.au/) trustee contains information and documentation such as the Fund trust deed, this Product Disclosure Statement, the Trustee's most recent annual report and financial statements and the names of each outsourced service provider to the Fund.

## 7. Prohibition of Certain Transactions

The Trustee and the Insurer, AIA Australia, are governed by controls which mean your insurance cover may be affected.

The Trustee cannot pay you a benefit payment or provide you with cover if that cover or payment would breach or violate any of the below:

- United Nations resolutions;
- prohibitions or restrictions relating to trade or economic sanctions, including orders made by the United States' Office of Foreign Assets Control; or
- any laws, regulations, government policy, regulatory guidance or regulator requests (including in relation to trade or economic sanctions) applicable to the cover, payments, services or benefits (collectively, the "Prohibitions").

The Trustee normally provides insurance benefits to the extent they are available under the relevant insurance policy that the Trustee holds for the purposes of the Fund. Please note that from 1 October 2016, the Trustee may not be able to provide benefit payments that would contravene Prohibitions covering the European Union or other applicable jurisdictions, due to the terms of the policy and relevant agreements affecting the Insurer.

## Section V – Additional Information

### 1. Administration Services

Insurance and Superannuation Administration Services Pty Ltd provides administration services to the Trustee, in relation to the AIA Group Risk Super Plan. The administration fee Insurance and Superannuation Administration Services Pty Ltd receives for this service is paid by the Participating Employer.

### 2. What fees and charges are payable for Fund membership?

#### Payable by the Participating Employer

The premiums for your employee Member's insurance cover in the AIA Group Risk Super Plan are paid to AIA Australia from contributions made to the AIA Group Risk Super Plan by you. These premium payments incorporate a fee for trustee services which AIA Australia are responsible for paying to the Trustee. If you fail to make such contributions your employee Member's cover under the Policy will be terminated 60 days after the premium ceased to be paid.

If you have any queries in relation to these fees, please contact the Administrator on (03) 9621 7120 for details.

#### Changes to fees and charges

The Trustee may impose or vary any fees and charges in future, at its discretion, in accordance with the Fund's Trust Deed and superannuation law. Any increase in fees payable by you and your employee Members will be advised to you in writing 30 days prior to the change taking effect.

#### Payable by Members

If your employee Members have Voluntary Cover or have increased their cover as a result of a Life Stages event (refer Section II), unless otherwise agreed with you, your employee Members will be responsible for making contributions to the Plan to ensure that the Trustee is able to meet the premiums for their additional cover under the Policy. The premium rates applicable to additional cover in your Participating Employer Plan will be set out in the schedule issued to you by the Insurer.

If an employee Member fails to make sufficient contributions to meet the premiums for their additional cover, their Voluntary Cover or increased cover under the Policy will cease 60 days after the premium ceased to be paid in respect of their additional cover.

### 3. Trustee Privacy Statement

The Trustee is committed to safeguarding Members' privacy and the confidentiality of Members' personal information held by the Fund.

#### What personal information does the Fund hold?

In order to provide risk-only superannuation benefits and to properly manage the Fund, the Trustee must collect and hold personal information about your Employees. This information identifies them as a Fund Member and typically includes their name, address, date of birth, gender, occupation, tax file number and any other information required for their insurance cover under the Plan.

The Trustee generally collects this information from the Member or, in some cases, from the Participating Employer.

#### How is personal information disclosed?

A Member's personal information may be disclosed to the Fund's administrator and professional advisers, insurers, government bodies, the Member's employer and others as required or permitted by law, including the trustee of any other superannuation arrangement the Member may be transferring to. By becoming a Member of the Fund, the Employee agrees to this handling of their personal information. If they do not provide the Trustee with their personal information, the Trustee may not be able to provide some or all of their benefits and communicate with them about the Fund.

#### Can Members gain access to personal information?

A Member can access his or her own personal information by contacting the Trustee's Privacy Officer. Certain information must be made available on request under superannuation law and there will be no charge for access to this information.

The Trustee's Privacy Officer will inform them of any charges (such as photocopying costs) before providing the requested information.

If the information held by the Trustee is inaccurate, incomplete or not up to date, a Member may request the Trustee to correct the information.

There are some circumstances in which the Trustee is entitled to deny access to information. These include where the information is used in a confidential or commercially sensitive decision-making process, where the privacy of others may be breached if the information is accessed or where the law requires or authorises access to be denied. The Trustee's Privacy Officer will advise if any of these circumstances apply.

The Trustee's Privacy Officer has adopted a Privacy Policy detailing the way it handles personal information. A Member is entitled to know what information we hold about them and to ensure that this information is correct.

Our Privacy Policy contains this information and details of how you may complain about a breach of the Australian

Privacy Principles. If you or a Member would like a copy of the Trustee's Privacy Policy, please contact the Trustee on (03) 9616 8600.

#### 4. AIA Australia Privacy Summary

This section summarises key information in the AIA Australia Privacy Policy, which may be updated from time to time. For further information, please review the most up to date full version of the Privacy Policy on AIA Australia's website at [www.aia.com.au](http://www.aia.com.au).

AIA Australia Limited is part of the AIA Group. AIA Australia customers include any potential or former customers and any other individual referred to in the Privacy Policy on AIA Australia's website (together referred to as "**AIA Australia customers**"). AIA Australia customers' privacy is important to AIA Australia and AIA Australia Limited is bound by the privacy principles which apply to private sector organisations under the Privacy Act, and other laws which protect AIA Australia customers' privacy. AIA Australia Limited, AIA Financial Services Limited, AIA Group and their related bodies corporate and joint venture partners (together referred to as "**AIA Australia**" in this section of the PDS) provide AIA Australia customers the following notification and information about AIA Australia's Privacy Policy and their rights.

##### Why we collect your personal information

AIA Australia collects, uses and discloses personal and sensitive information ("**Personal Information**") for purposes set out in the AIA Australia Privacy Policy, including to process AIA Australia customers' applications, enquiries and requests in relation to insurance and other products, for underwriting and reinsurance purposes, to administer, assess and manage AIA Australia customers' insurance and other products, including claims, and to provide, manage and improve AIA Australia's products and services. AIA Australia may not be able to do these things without Personal Information. AIA Australia may also collect, use and disclose Personal Information to understand AIA Australia customers' needs, interests and behaviours, personalise AIA Australia's dealings with AIA Australia customers, to verify AIA Australia customers' identity, authority to act on behalf of a customer, maintain and update AIA Australia's records, manage AIA Australia's relationships with AIA Australia customers, comply with local and foreign laws and regulatory requests, detect, manage and deal with improper conduct and commercial risks, and for reporting, research and marketing purposes. Where AIA Australia customers agree or AIA Australia is otherwise permitted by law, AIA Australia may also notify AIA Australia customers of offers and other information about products or services AIA Australia thinks may

interest them. If AIA Australia customers do not wish to receive these direct marketing communications, they may indicate this where prompted or by contacting AIA Australia as set out in AIA Australia's Privacy Policy.

##### How we collect, use and disclose your personal information

AIA Australia may collect Personal Information from various sources including forms AIA Australia customers submit and AIA Australia records about AIA Australia customers' use of AIA Australia products and services and dealings with us, including any telephone, email and online interactions. AIA Australia may also collect information from public sources, social media and from the parties described in AIA Australia Privacy Policy. AIA Australia is required or authorised to collect Personal Information under various laws including the Life Insurance Act, Insurance Contracts Act, Corporations Act and other laws set out in AIA Australia Privacy Policy. Where AIA Australia customers provide AIA Australia with Personal Information about someone else they must have that party's consent to provide their Personal Information to AIA Australia in the manner described in AIA Australia's Privacy Policy.

AIA Australia may collect Personal Information from, and exchange Personal Information with, AIA Australia's related bodies corporate including without limitation, joint venture entities ("**Affiliates**") and third parties, including the life insured, policy owner or beneficiaries of an insurance policy, AIA Australia's service providers and contractors and service providers and contractors of AIA Australia's Affiliates, AIA Australia customers' representatives or intermediaries (including without limitation, AIA Australia customers' financial advisers and the Australian Financial Service Licensee they represent, the distributors of AIA Australia customers' insurance policies, the trustees or administrators of AIA Australia customers' superannuation funds, AIA Australia customers' employers, unions of current and former staff members of AIA Australia (including contractors) or anyone acting on AIA Australia customers' behalf including any other representative or intermediary ("**Representatives**"), AIA Australia customers' bank or health providers, partners used in AIA Australia activities or business initiatives, reinsurers, insurance brokers and intermediaries, distributors and clients, regulatory and law enforcement agencies, and other parties as described in AIA Australia's Privacy Policy. Parties to whom AIA Australia discloses Personal Information may be located in Australia, South Africa, the US, the United Kingdom, Europe, Asia and other countries including those set out in AIA Australia's Privacy Policy and AIA Australia customers acknowledge that Australian Privacy Principle 8.1 (which relates to cross-border disclosures) will not apply to the disclosure, AIA Australia

will not be accountable for those overseas parties under the Privacy Act and AIA Australia customers may not be able to seek redress under the Privacy Act.

Where AIA Australia provides Personal Information to a third party, the third party may collect, use and disclose the Personal Information in accordance with their own privacy policy and procedures. These may be different to those of AIA Australia.

### Other important information

By providing information to AIA Australia or to Representatives, the trustees or administrators of superannuation funds, submitting or continuing with a form or claim, or otherwise interacting or continuing a relationship with AIA Australia, AIA Australia customers confirm that they agree and consent to the collection, use (including holding and storage), disclosure and handling of Personal Information in the manner described in the most up to date version of AIA Australia's Privacy Policy on AIA Australia's website and that AIA Australia customers have been notified of the matters set out in this summary and in AIA Australia's Privacy Policy before providing Personal Information to AIA Australia. AIA Australia customers agree that AIA Australia may not issue a separate notice each time Personal Information is collected.

AIA Australia customers must obtain and read the most up to date version of the AIA Australia Privacy Policy from AIA Australia's website at [www.aia.com.au](http://www.aia.com.au) or by contacting AIA Australia on 1800 333 613 to obtain a copy. AIA Australia customers have the right to access the Personal Information AIA Australia holds about them, and can request the correction of Personal Information if it is inaccurate, incomplete or out of date. Requests for access or correction can be directed to AIA Australia using the details in the 'Contact AIA Australia' section below. AIA Australia's Privacy Policy provides more details about AIA Australia's collection, use (including handling and storage), disclosure of Personal Information and how AIA Australia customers can access and correct Personal Information, make a privacy related complaint and how AIA Australia will deal with that complaint, and AIA Australia customers' opt-out rights.

For the avoidance of doubt, the Privacy Policy applicable to the management and handling of Personal Information will be the most current version published at [www.aia.com.au](http://www.aia.com.au), which shall supersede and replace all previous Privacy Policies and/or Privacy Statements and privacy summaries that AIA Australia customers may receive or access, including but not limited to those contained in or referred to in any telephone recordings and calls, websites and applications, underwriting and claim forms,

Product Disclosure Statements and other insurance and disclosure statements and documentation.

### Contact AIA Australia

If AIA Australia customers have any questions or concerns about their Personal Information, they can contact AIA Australia as set out below:

The Compliance Manager  
AIA Australia Limited  
PO Box 6111  
Melbourne VIC 3004  
Phone 1800 333 613

## 5. Enquiries and complaints about the Fund

If you or a Member of the Fund have any questions about the Fund, please contact the Administrator (see details below). If you or a Member has an enquiry or complaint, this can be directed to our Enquiries and Complaints Officer who will investigate your or the Member's complaint and, if necessary, refer it to the Trustee.

Fund Administrator/Enquiries and Complaints Officer  
Insurance and Superannuation Administration Services Pty Ltd  
PO Box 810, South Melbourne VIC 3205  
Tel: (03) 9621 7120 Fax: (03) 9621 7100

The Trustee will respond to any enquiries or complaints as soon as possible. Complaints will be handled within 90 days as required under superannuation law. In special circumstances, the Trustee may take longer, but this will be communicated to you in advance of the 90 days expiring.

If you or a Member are not satisfied with the Trustee's response to a complaint, you or the Member may refer the complaint to the Superannuation Complaints Tribunal (SCT). The SCT is an independent body set up by the Federal Government to help resolve superannuation complaints. The SCT can only accept complaints after a complaint has gone through the Trustee's complaint handling process.

Superannuation Complaints Tribunal  
Locked Bag 3060, GPO Melbourne VIC 3001  
Tel: 1300 780 808 Fax: (03) 8635 5588

## 6. Trust Deed

The Trust Deed relating to the Fund is dated 21 September 2001. The Trust Deed (as amended), this PDS and the law govern the Trustee's relationship with you. In the event of any inconsistency between the Trust Deed and this PDS, the Trust Deed will prevail.

The Trust Deed deals with a number of matters including:

- the management of the Fund;
- valuation of the assets of the Fund;
- the circumstances under which the Trustee may retire;
- the circumstances under which the Fund must be terminated;
- fees and other costs that can be charged; and
- the Trustee's powers to amend the Trust Deed.

A copy of the Trust Deed is available free of charge upon request by contacting our Client Service Line, Phone (03) 9621 7120. We may change the Trust Deed at any time.

We will otherwise include any changes in our Annual Report. Our latest Annual Report is available free of charge by calling our Client Service Line, Phone (03) 9621 7120.

## **7. Trustee indemnity insurance**

The Trustee has trustee indemnity insurance in place to cover claims against it.

## Section VI – Summary of Taxation

The taxation information is of a general nature only and is based on taxation laws effective as at the date of preparation of this PDS.

As different Members have different circumstances, AIA Australia and the Trustee recommend that your Employees seek their own professional taxation advice. Further information is available at [www.ato.gov.au](http://www.ato.gov.au).

### 1. Tax on contributions

Contributions to superannuation funds can be taxed up to 15%. However, since the Trustee may be able to claim a tax deduction for premiums paid under the AIA Group Risk Super Plan, there is generally no tax payable by the Fund on any contributions.

Individuals earning more than an adjusted total income of \$300,000 (changing \$250,000 from 1 July 2017) will pay an additional 15% tax on superannuation contributions. This additional tax would be assessed by the Tax Office and payable by the individual personally.

The Trustee will do whatever is necessary to ensure compliance with relevant taxation law (including withholding tax on benefits if required).

### 2. Caps on contributions

There are limits on the amount of contributions an Employee or Employer can make to superannuation in any financial year and penalties apply if these limits are exceeded.

Contributions to superannuation funds are classified as 'concessional' or 'non-concessional'.

### 3. Concessional contributions

Concessional contributions include but are not limited to contributions from an Employer (including salary sacrifice) or, for eligible self employed persons, personal contributions for which a Member has claimed a tax deduction.

A concessional tax rate of 15% generally applies to concessional contributions up to:

- \$30,000 per person per year for the 2016/2017 (changing to \$25,000 per person per year for the 2017/2018) financial year (subject to indexation in future years);
- For members aged 49 and over on 30 June 2016 – \$35,000 per person per year for the 2016/2017 financial year (not indexed) (from 1 July 2017 the cap of \$25,000 will apply to members of all ages.).

This tax is payable by the superannuation fund (after subtracting any allowable deductions) and is deducted from contributions made to the Fund. Excess contributions tax of 30% plus any applicable levies are payable on contributions that exceed the concessional contributions

limit, in addition to the 15% contributions tax already paid. Excess concessional contributions also count towards a Member's non-concessional contributions limit.

Contributions made by you for the purpose of providing your employees insurance cover in the Plan are included in a Member's concessional contribution cap. These are the only concessional contributions accepted into the Plan.

### 4. Non-Concessional contributions

Non-concessional contributions include but are not limited to a Member's personal contributions for which they do not claim a tax deduction and contributions made by their spouse on their behalf.

Non-concessional contributions are limited to \$180,000 (reducing to \$100,000 from 1 July 2017) per person per year (for the 2016/2017 financial year). From 1 July 2017 non-concessional contributions will no longer be allowed for members with total superannuation balances over \$1.6m. People under age 65 can bring forward two years of future non-concessional limits, giving them a cap of \$540,000 over a three year period. From 1 July 2017 this will reduce to \$300,000 and there will be provisions for members who triggered the bring forward in the 2015/2016 and 2016/2017 financial periods. The non-concessional contributions cap will be indexed in future years so it is always six times (reducing to four times from 1 July 2017) the cap on concessional contributions limit.

### 5. Tax on death benefits

Superannuation lump sum death benefits paid to a dependant (for tax purposes) will be tax free.

Superannuation lump sum death benefits paid to non-dependants (for tax purposes) will be taxed at up to 15% plus any applicable levies (if paid from a taxed source) and up to 30% plus any applicable levies (if paid from an untaxed source). A non-dependant for tax purposes includes an adult child aged 18 years or older.

Where a death benefit is paid to the legal personal representative of the Members deceased estate, tax is payable according to who is intended to benefit from the estate. It may be tax-free if the benefit is payable from the estate to dependants of the deceased (for tax purposes). Otherwise it will be taxed as a benefit paid to non-dependants.

### 6. Tax on terminal illness benefits

Lump sum benefits paid from a superannuation fund to a person with a 'terminal medical condition' (refer to Section IV for superannuation law definition) are tax free.

## 7. Tax on TPD benefits

Lump sum TPD insurance benefits paid to those aged 60 or over are generally paid tax free. Lump sum benefits paid to those under age 60 are divided into two components - a tax-free component and a taxable component. The tax-free component is always tax free. A higher tax-free component will usually apply to a lump sum benefit paid due to total and permanent disablement. The taxable component is taxed at concessional rates depending on the member's age as set out in the table below:

Age	Taxable Component
60 and over	Tax free
On or over preservation age and under age 60	0% up to the Low Rate Threshold 15% over the Low Rate Threshold*
Under preservation age	20% on the whole amount†

\* Low rate threshold is \$200,000 for 2017/2018 (indexed annually at AWOTE in increments of \$5,000). This limit is a lifetime limit per person, applicable to all payments made after reaching the preservation age.

† Plus Medicare Levy

## 8. Tax File Number (TFN)

The Trustee is authorised under superannuation law to collect each Member's Tax File Number (TFN) for superannuation purposes. It will remain confidential and will be used only for lawful purposes such as providing information to the Australian Taxation Office.

These purposes may change in the future as the result of legislative change. A TFN may be disclosed to another superannuation provider when a Member's benefits are being transferred, unless the Member requests in writing that their TFN is not to be disclosed to any other Trustee.

Membership in the Fund is only available if a TFN has been provided. Therefore, insurance cover will not be provided to a Member if the Trustee does not have a TFN on file.

The Trustee may obtain the TFN's of employee Members from Participating Employers. You are required to pass on your employee Members' TFN to the Trustee if the employee provided it to you for employment purposes after 1 July 2007.

## Section VII – Definitions

### Accident or Accidental Injury

'Accident' or 'Accidental Injury' shall mean a physical injury which occurs whilst the Policy is in force that is caused solely and directly by violent, visible, external and unexpected means that is not traceable, even indirectly, to any pre-existing mental or physical condition.

### Approved Leave

Means parental leave, annual leave, bereavement leave, long service leave or any other leave approved by the Employer or arising from the operation of law other than leave taken for reasons related to sickness or injury.

### At Work

Means:

- a) the person is engaged in his or her normal duties, without limitation or restriction due to injury or sickness, and is working normal hours on the day cover is to commence;
- b) the person is not restricted by sickness or injury from being capable of performing their full and normal duties on a full-time basis (for at least 30 hours per week) even though actual employment can be on a full-time, part-time, contract or casual basis; and
- c) the person is not in receipt of and/or entitled to claim income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits.

A Member will be considered to be At Work if on the applicable date, as the context requires, he or she is on Employer Approved Leave for reasons other than injury or sickness, and not taking into account the leave, is able to meet the At Work definition.

### Automatic Acceptance Limit (AAL)

The amount of cover that applies to a Member without Evidence of Insurability. The AAL includes New Events Cover which applies when a Member is not At Work when first eligible to join the Policy. The AAL is as set out in the schedule issued to the Participating Employer.

### Benefit Design

Type and level of cover as agreed upon between the Participating Employer and the Insurer and set out in the schedule issued to the Participating Employer including any non standard policy terms and conditions.

### Cover Expiry Age

Death Cover: 70 (or other date agreed between the Participating Employer and the Insurer)

TPD Cover: 70 (or other date agreed between the Participating Employer and the Insurer).

### Employee

Means a person engaged by the Employer under a contract of employment to undertake identifiable duties.

### Evidence of Insurability

Means such evidence of health and such other particulars of a person as AIA Australia may require and which is supplied or caused to be supplied in respect of that person to enable AIA Australia to determine whether the person is to be accepted for insurance and the terms of such acceptance.

### Forward Underwriting Limit (FUL)

Forward Underwriting Limit (FUL) refers to the level at which a Member's cover may increase to, in line with the Benefit Design, without the need for further Evidence of Insurability.

### Grace Period

30 days of grace shall be allowed for the payment of each premium. If a claim arises within that period, no Sum Insured amount will become payable under the Policy in respect of such claim until the outstanding premium amount is paid to AIA Australia in full.

### Medical Practitioner

Means a legally qualified and registered doctor of medicine. It does not include the Employer, the Member, an Employee of the Employer or the Member's immediate family or business partner/s.

### Member

Means an Employee who is accepted for insurance cover under the Participating Employer Plan.

### New Events Cover

Means the Member is only covered for claims arising from a sickness which became apparent or an injury which occurred on or after the date the Member's cover commenced or most recently commenced under the Policy.

### Participating Employer

An employer who has been registered as a Participating Employer in accordance with the Fund's Trust Deed and provides gainful employment to a Member.



## Participating Employer Plan

A Plan established by the Trustee in the AIA Group Risk Super Plan in respect of that Participating Employer in accordance with the Fund's Trust Deed.

## Permanent Employee

Means a person who is employed by the Employer to undertake identifiable duties and is paid sick and holiday leave entitlements.

## Policy

Means the Group Life Policy issued to the Trustee including any Policy Schedules, schedules issued to the Participating Employer and any subsequent endorsements to the Policy issued by AIA Australia.

## Sum Insured

The amount of Death or Death and TPD benefit calculated in accordance with the Benefit Design.

## Terminal Illness

A Member will be taken to be terminally ill if:

- two registered medical practitioners have certified, jointly or separately approved by AIA Australia that the Member has suffered from an illness, or has incurred an injury, that is likely to result in their death within a period (the certification period) that ends no more than 12 months after the date of certification; and
- at least one of the medical practitioners is a specialist practicing in an area related to the illness or injury suffered by the Member; and
- for each of the certificates, the certification period has not ended.

Where a Member is diagnosed with a Terminal Illness, the maximum amount the Insurer will pay is equal to the Death benefit.

## Total and Permanent Disablement – Standard Definition

If a Member is aged less than 65, and working, on average, a minimum of 15 hours or more in each and every normal working week for a period of at least 3 months immediately prior to the claim, the following Total and Permanent Disablement definition will apply:

The Member is deemed to be totally and permanently disabled if, in the opinion of AIA Australia, he or she has suffered a disability through injury or sickness, for which the Member:

- i) has been prevented from performing any work, paid or unpaid, for an uninterrupted period of at least 6 consecutive months solely due to the same injury or sickness; and
- ii) is attending and following the advice of a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the injury or sickness; and
- iii) after consideration of all the medical evidence and such other evidence as AIA Australia may require, has become incapacitated to such an extent as to render him or her unlikely ever to be able to engage in his or her own occupation and any occupation for which he or she is reasonably suited by education, training and experience.

## Total and Permanent Disablement – Alternative Definition

If a Member is working, on average, less than 15 hours in each and every normal working week for a period of at least 3 months immediately prior to the claim, or is aged 65 or over, the following Total and Permanent Disablement definition will apply.

The Member is deemed to be totally and permanently disabled if, in the opinion of AIA Australia, he or she has

- a) for a period of 6 consecutive months after the occurrence of the injury or sickness, is continuously, totally and permanently unable to perform at least 2 of the following activities of daily living as certified by a Medical Practitioner:
  - **Bathing:** the ability to wash themselves either in the bath or shower or by sponge bath without the standby assistance of another person;
  - **Dressing:** the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them without the standby assistance of another person;
  - **Eating:** the ability to feed themselves once food has been prepared and made available, without the standby assistance of another person;
  - **Toileting:** the ability to get to and from and on and off the toilet without the standby assistance of another person and the ability to manage bowel and bladder functions through the use of protective undergarments or surgical appliances, if appropriate;
  - **Transferring:** the ability to move in and out of a chair without the standby assistance of another person; and

- b) after consideration of all the medical evidence and such other evidence as AIA Australia may require, has become incapacitated to such an extent as to render him or her unlikely ever to be able to engage in his or her own occupation and any occupation for which he or she is reasonably suited by education, training and experience.

### **Voluntary Cover**

Means the discretionary type of cover which a Member elects as permitted by the Benefit Design and may be subject to underwriting and acceptance by the Insurer.

Any increases in the Member's Sum Insured for Voluntary 'top-up' Cover will be subject to AIA Australia's acceptance of Evidence of Insurability – the extent of which is at the discretion of AIA Australia.

**AIA Australia**

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